

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

Attachment # 2
Page 1 of 7

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of April A.D. 2003, between Jimmie Crowder Excavating & Land Clearing, Inc. hereinafter called the CONTRACTOR, and LEON COUNTY, a political subdivision of the State of Florida, hereinafter called the County, and

WHEREAS, the Contractor has heretofore presented a map or plat of Monterey Pines Subdivision to the Board of County Commissioners of Leon County, Florida, which map or plat was approved by said Board subject to the construction and paving of the roads and streets and installation of all drainage facilities therein and after the construction and paving of said roads and streets and installation of all drainage facilities the execution of a(n) Maintenance Bond by the Contractor to reimburse the County for any defects in materials and workmanship in the construction and paving of said roads and streets, and installations of all drainage facilities; and

WHEREAS, said roads and streets in said subdivision have been constructed and paved and drainage facilities installed in accordance with plans and specifications prescribed by the County, and said roads and streets, and all drainage facilities having been approved by the County;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Contractor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to in hand paid by the County, the receipt whereof is hereby acknowledged, contract and agree to reimburse the County for all expenses that might be incurred by the County because of any defects in materials and/or workmanship in the construction and paving of said road, and streets, and installation of all drainage facilities in Monterey Pines Subdivision that become apparent within two (2) years from date of this agreement.

IN WITNESS WHEREOF Jimmie Crowder Excavating & Land Clearing, Inc. has hereunto
caused its name to be signed and its corporate seal affixed by its appropriate officers, and the County
has caused its name to be signed by its Chairman of its Board of County Commissioners, and its seal
affixed by the Clerk of said Board, the day and year first above written.

Jimmie Crowder Excavating & Land Clearing, Inc.
(Type or Print Contractor's Name)

BY: Tina L. Crowder (SEAL)
Its Corporate Secretary

Tina L. Crowder Tina L. Crowder
(Type or Print Corporate Secretary's Name)

ATTEST:

[Signature] (SEAL)

[Signature]
Type or Print Name

LEON COUNTY, FLORIDA

By: _____
TONY GRIPPA, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____

This Instrument prepared by:
 Herbert W.A. Thiele, Esq., County Attorney
 Leon County Attorney's Office
 301 South Monroe Street, Suite 202
 Tallahassee, Florida 32301

Bond No.: SU 1002107

MAINTENANCE BOND

JIMMIE CROWDER EXCAVATING &
 LAND CLEARING, INC. as
 principal, and ARCH INSURANCE COMPANY AND LUMBERMENS MUTUAL
 CASUALTY COMPANY as surety, are held and firmly bound unto Leon County,
 Florida in the sum of \$11,022.18 for the payment whereof said principal and surety
 bind themselves firmly by these presents.

WHEREAS JIMMIE CROWDER EXCAVATING &
 LAND CLEARING, INC. has presented to the Board of County
 Commissioners of Leon County, Florida, a map or plat of MONTEREY PINES SUBDIVISION for approval
 and recording; the roads and streets of which subdivision have been constructed and paved and all
 drainage facilities installed by the principal in accordance with plans and specifications prescribed
 by Leon County and the principal has agreed to post surety bond for the maintenance of said roads
 and streets and all drainage facilities as required by law; and

WHEREAS JIMMIE CROWDER EXCAVATING &
 LAND CLEARING, INC. had agreed in behalf of BOARD OF COUNTY
 COMMISSIONERS OF
 LEON COUNTY, FLORIDA to post bond for maintenance as provided by law.

NOW THEREFORE, the condition of this obligation is that if the principal shall defray all
 expenses incurred by Leon County because of any defects in materials and/or workmanship used in
 the construction and paving of the roads and streets and installation of drainage facilities in
 MONTEREY PINES
 SUBDIVISION
 aforesaid that become apparent within two (2) years from the date of this
 obligation shall be null and void, otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and said surety have herunto caused their corporate names to be signed and their corporate seals affixed this 22nd day of April, A.D., 20⁰³.

JIMMIE GROWDER EXCAVATING &
LAND CLEARING, INC.

PRINCIPAL

By: [Signature] (SEAL)
Its President

ATTEST:

[Signature] (SEAL)
Its Secretary

ARCH INSURANCE COMPANY (SEAL)

SURETY

By: [Signature] (SEAL)
Its Attorney-in-Fact & Florida Resident Agent
James C. Congelio

LUMBERMENS MUTUAL CASUALTY COMPANY

By: [Signature]
Its Attorney-in-Fact & Florida Resident-
Agent
James C. Congelio

F:\BROWARD\New\Forms\Maint\Bond

IMPORTANT NOTICE CONCERNING THE TERRORISM RISK INSURANCE ACT OF 2002

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the federal government will share, with the insurance industry, in losses arising out of "acts of terrorism" certified as such by the Secretary of the Treasury. "Certified acts of terrorism" are defined as events that cause more than \$5 million in losses and:

1. Are violent or dangerous to human life, property, or the infrastructure;
2. Result in damage within the United States, on a United States mission, or to a United States aircraft or vessel;
and
3. Are committed by individuals, acting on behalf of foreign persons or interests, as part of an effort to coerce the civilian population of the United States or to influence the policies or conduct of the United States Government.

The Act specifies that coverage for "certified acts of terrorism" must be made available in commercial property and casualty policies of insurance, and it requires insurers to disclose any applicable premium charges and the federal share of compensation. We are making these disclosures in strict compliance with the Act.

Disclosure of Availability of Coverage for Terrorism Losses

Coverage for losses resulting from "certified acts of terrorism" is being made available to you on terms, amounts, and limitations generally applicable to losses resulting from perils other than acts of terrorism.

Disclosure of Federal Share of Compensation for Terrorism Losses

The federal government will pay a 90% share of an insurer's terrorism losses once the insurer has satisfied a significant aggregate annual deductible. For terrorism losses occurring in 2002, that deductible is 1% of the insurer's 2001 direct earned premium. For losses occurring in 2003, 2004 and 2005, the annual insurer deductibles are 7%, 10% and 15% of the prior year's direct earned premium, respectively. The Act provides that neither insurers nor the federal government are responsible for losses associated with "certified acts of terrorism" once aggregate annual insured losses exceed \$100 billion.

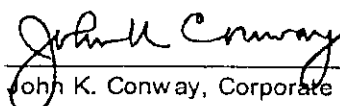
Disclosure of Terrorism Insurance Premium

Your Bond premium charge for "certified acts of terrorism" coverage is \$ 0.

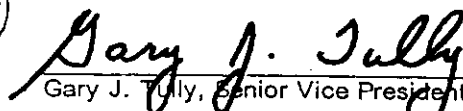
In Testimony Whereof, the Company has caused this instrument to be signed and their corporate seals to be affixed by their authorized officers, this December 27, 2001.

Attested and Certified:

Lumbermens Mutual Casualty Company
American Motorists Insurance Company
American Manufacturers Mutual Insurance Company


John K. Conway, Corporate Secretary

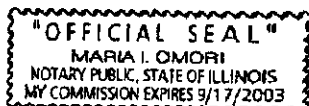



Gary J. Tully, Senior Vice President

STATE OF ILLINOIS SS

COUNTY OF LAKE SS

I, Maria I. Omori, a Notary Public, do hereby certify that Gary J. Tully and John K. Conway personally known to me to be the same persons whose names are respectively as Senior Vice President and Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, Corporations organized and existing under the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seals and delivered the said instrument as the free and voluntary act of said corporations and as their own free and voluntary acts for the uses and purposes therein set forth.





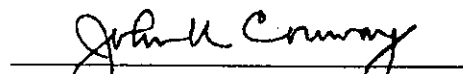
Maria I. Omori, Notary Public
My commission expires 9-17-03

CERTIFICATION

I, J. K. Conway, Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, do hereby certify that the attached Power of Attorney dated December 27, 2001 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Gary J. Tully, who executed the Power of Attorney as Senior Vice President, was on the date of execution of the attached Power of Attorney the duly elected Senior Vice President of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company on this 22nd day of April, 20 03.




John K. Conway, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

Home Office: Long Grove, IL 60049

FK 09 75 (Ed. 09 01)

Page 2 of 2

Printed in U.S.A.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 11th day of March, 2003.

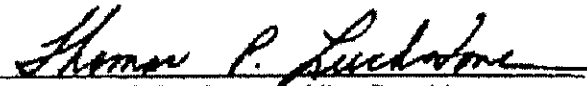
Attachment # 2
Page 7 of 7

Arch Insurance Company

Attested and Certified


Joseph S. Labell, Corporate Secretary

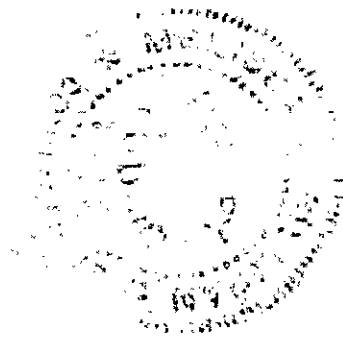




Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I, Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 11, 2003 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 22nd day of April, 2003.


Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

Home Office: Kansas MO

